

REQUEST FOR PROPOSAL

EMERGENCY RESPONSE SERVICES FOR THE CLEANUP OF OIL AND CHEMICAL
SPILLS FOR THE JEFFERSON PARISH FIRE DEPARTMENT, HAZARDOUS
MATERIALS UNIT, AND DEPARTMENT OF ENVIRONMENTAL AFFAIRS



RFP No.: 0208

Proposal Opening Date: April 14, 2010

Proposal Opening Time: 04:00 P.M.

Jefferson Parish
Department of Purchasing
P. O. Box 9
Gretna, Louisiana 70053

(504)364-2678

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PROPOSER'S PACKAGE

The Jefferson Parish Fire Department, Hazardous Materials Unit, and the Department of Environmental Affairs, are soliciting proposals from qualified firms interested in providing emergency response services for cleaning up oil and chemical spills on Parish property.

1.0 INSTRUCTIONS TO PROPOSERS

1.1 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on **March 26, 2010** at **10:00 a.m.**, at the **Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA., 70053**, for all proposers interested in submitting a proposal.

The purpose of the conference will be to answer any questions concerning the specifications and to receive any requests for amendments to the Request for Proposal from interested proposers.

Jefferson Parish makes no assurances that any such requested amendments will be incorporated into the request for proposal.

Although impromptu questions will be permitted and spontaneous answers will be provided during the conference, the only official answer or position of the Parish of Jefferson will be stated in writing in response to written questions.

1.2 EXAMINATION OF SPECIFICATION

The proposer shall make himself/herself aware of the specifications contained herein. The proposer shall not at any time after executing the contract make any claim whatsoever, alleging insufficient data or incorrectly assumed conditions, nor shall he/she claim any misunderstanding with regard to the nature, conditions, or character of the work to be done under the contract, and he/she shall assume all risks resulting from any changes in the conditions which may occur during the progress of the work.

1.3 PREPARATION AND SUBMITTAL OF PROPOSAL

Proposals shall be submitted in a sealed envelope or other suitable container.

The sealed envelope must clearly contain on the outside:

1. RFP 0208, Emergency response services for the cleanup of oil, and chemical spills for the Jefferson Parish Fire Department, Hazardous Materials Unit and the Department of Environmental Affairs.
2. Plainly mark the words "Proposal for the Emergency Response Cleanup of Oil and Chemical Spills" RFP 0208.

The price that is quoted by the proposer should be in a separate and sealed envelope marked "Cost Proposal".

If the proposal is mailed, the proposal must be packaged in a sealed envelope separate from the mailing envelope with the notation "Proposal for the Emergency Response Cleanup of Oil and Chemical Spills." The price quoted must also be packaged in a separate and sealed envelope marked "Cost Proposal."

Six (6) copies (original and 5 duplicates) of the proposal must be submitted by the proposer.

All blank spaces on each proposal must be completed in full in ink or typewritten, In both words and figures, as required.

If a unit price or sum already entered by the proposer on the proposal is to be altered, it shall be crossed out in ink and the price entered above or below it, and initialed by the proposer in ink. The proposer is solely responsible for delivering his/her proposal to the Jefferson Parish Purchasing Department in the following manner. The proposal must be received by 4:00 p.m. local time (Jefferson Parish, Louisiana) on **April 14, 2010** at the following location:

Jefferson Parish Purchasing Department
200 Derbigny Street, Suite 4400
Gretna, LA 70053

The Parish will give no consideration of the date of postmark or other such representations in considering the promptness of mailed proposals. Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. Jefferson parish Purchasing is not responsible for any delays caused by the Proposer's chosen means of proposal delivery. Proposer is solely responsible for the timely delivery of its proposal. Failure to meet the proposal opening date and time shall result in rejection of the proposal.

1.4 QUESTIONS OR REVISIONS DURING PREPARATION OF PROPOSAL

Explanations desired by a prospective proposer shall be requested of the Parish in writing and, if explanations are necessary in the judgment of the Parish, reply shall be made in the form of an addendum, a copy of which will be forwarded to each proposer. Every request for such explanation, shall be in writing to Jefferson Parish, Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053, Attention: Ms. Patricia LaSalle. The fax number for questions on this proposal is (504) 364-2693. All request(s) must be received at least ten (10) days prior to proposal opening.

Any verbal statements regarding same by any persons, prior to the proposal opening or the award, shall be unofficial, informal, and not binding on any party.

Addenda issued to proposers not later than 72 hours prior to the date and time of receipt of proposals shall become a part of the contract documents, and all proposers are to acknowledge receipt of addenda and are to include the work described in the addenda.

No request for amendments (addenda) to the proposal package received within (10) days of the date fixed for the submission and opening of proposals will be given consideration.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda, which if issued, shall be mailed by certified mail, return receipt requested, or hand delivered to all prospective proposers (at the respective addresses furnished for such purposes), not later than 72 hours prior to the date fixed for the opening of the proposals.

1.5 MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

A proposer may withdraw any proposal previously submitted upon written request actually delivered or mailed by the time set for the proposal opening in the request for proposal. The Parish shall not be obligated to honor any request for the withdrawal of a proposal made orally or by telephone, telegraph, or in any manner other than as aforesaid, but the Parish may do so in its sole discretion if it is satisfied that adequate written confirmation of such a request will be forthcoming. Subject to applicable law, ordinances, or regulations, no proposal may be withdrawn after the time set for the proposal opening.

1.6 PERFORMANCE BOND

The successful proposer shall furnish a performance bond to Jefferson Parish guaranteeing faithful performance of all obligations arising from the performance of this contract. The performance bond must be

provided prior to execution of the contract and bond shall be in the sum of one hundred thousand dollars (\$100,000.00).

Any surety bond written for a Jefferson Parish public works project or any other Jefferson Parish contract requiring a bond shall be written by a surety or insurance company currently on the U.S. department of Treasury Financial Management Services list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A rating in the latest printing of the A.M. Best's Key Rating Guide to write individual Bonds up to ten percent of policyholder's surplus as shown in the A.M. Best's Key Rating Guide.

1.7 QUALIFICATIONS OF PROPOSERS

The proposer shall:

1. Proposer shall provide the resumes of the Chemists, Haz Mat Response Supervisors and Oil Spill Foreman listed in the Personnel and Equipment list.
2. Proposer shall provide a summary of the company's experience in responding to, and clean-up of, oil spills and chemical spills including: number of years in business, the number and types of responses handled by the company. Proposer must document at least five years of continuous operation.
3. Proposer shall supply a history of any litigation with Jefferson Parish, a history of civil and criminal litigation against the company, and an explanation of any judgments against the company.
4. The proposer shall supply a copy of their state license issued by the Louisiana State Licensing Board for Contractors for the major classification "Hazardous Materials" and/or the sub classification "Hazardous Waste Treatment or Removal." Copies of any additional licenses or certifications held such as Response Action Contractor (RAC), asbestos technician, etc., should be included in the submission.
5. The proposer shall document their ability to respond to any part of Jefferson Parish within one hour or less of notification of spill or release (the Town of Grand Isle is excluded from this requirement).
6. The proposer shall submit a list of equipment available within one hour for response to oil spills and chemical spills.

7. The proposer shall not have had a major safety violation imposed by any local, state, or federal agency within 5 years. In addition, if the proposer has had violations in the last 20 years, he/she shall report same in detail to the Parish.
8. The proposer shall provide insurance coverage in the amounts set forth in Jefferson Parish Resolution No. 113646 and shall hold the Parish harmless for damages resulting from oil spill, chemical spill, or clean-up operations.
9. The proposer shall submit at least five (5) letters of reference pertaining to the contractor's ability to perform the described services.
10. The proposer shall be an independent contractor and the Parish shall not be responsible for its acts or the acts of any of its officers, agents or employees.
11. The proposer shall enter into a contract with the Parish of Jefferson all in compliance with Resolution 105529 and all amendments thereto.

1.8 CONFIDENTIALITY OF TRADE SECRETS AND PROPRIETARY INFORMATION IN CONTRACT DOCUMENTS

- (a) Except as otherwise provided by law, all documents submitted to the parish under a contract, bid, request for proposal (RFP), or statement of qualifications (SOQ) are subject to the Louisiana Public Records Act, R.S. 44:1 et seq., and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.
- (b) If a contractor deems any document, submitted to the parish under a contract, bid, request for proposal (RFP), or statement of qualifications (SOQ), contains confidential business data, trade secrets, proprietary information, or data not otherwise subject to public disclosure, under La. Const. Art I § 5, R.S. 44:4 or 4.1, or other provisions of law, the contractor shall clearly mark the documents as "Confidential" prior to delivering or making them available to the parish.
 - (1) If the parish receives a request for the production or disclosure of documents so marked, it will decline disclosure and notify the contractor of such request;
 - (2) Provided, however, that if any action is commenced against the parish under the Louisiana Public Records Act, R.S. 44:1 et seq., or otherwise seeking to compel production or disclosure of the documents, the contractor or any other person asserting the confidentiality privilege of such documents shall defend, indemnify and hold

the parish harmless from any costs, damages, penalties or other consequences of the parish's refusal to disclose or produce such documents. Failure of the contractor to immediately intervene in such legal action will authorize the parish to voluntarily provide the information for disclosure under the supervision of the court;

(3) The parish assumes no liability for disclosure or use of any document or portion of a contract, bid, request for proposal (RFP), or statement of qualifications (SOQ) that has not been clearly marked as "confidential", or as otherwise constituting information exempt from the Louisiana Public Records Act, and may use or disclose such unmarked documents as public records.

(c) Nothing herein shall prohibit the Parish of Jefferson from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any other parish agency, person or organization for the sole purpose of assisting the parish in its evaluation of the proposal. The parish shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in these evaluations.

(d) The contractor shall not mark the entire proposal for a bid, request for proposal (RFP), or statement of qualifications (SOQ), "confidential" or as information constituting an exception to Louisiana's Public Records Act. If an entire response, submittal or proposal is so marked, the Parish of Jefferson shall not consider the proposal for an award of the contract.

1.9 DISQUALIFICATION OF PROPOSER

The Parish reserves the right to reject all proposals, to waive informalities, and to reject non-conforming, non-responsive or conditional proposals. Although not intended to be an inclusive list of causes of disqualification, any one or more of following causes, among others, may be considered sufficient for the disqualification of a proposer and the rejection of his/her proposal.

1. Evidence of collusion among proposers.
2. Lack of competence as revealed either by financial statements, experience, personnel, or other factors.
3. Lack of responsibility as revealed either by past work, judged from past performance of contracts similar in scope.

4. Default on a previous parish, county, parochial, municipal, or government contract for failure to perform.
5. The proposer does not strictly conform to applicable laws.
6. The proposal is conditioned on factors not expressly provided or allowed for by the RFP document.
7. The proposer misstates or conceals any material fact in the proposal.
8. The proposer fails or refuses to promptly furnish the Parish information requested as to his qualifications.
9. If more than one proposal for the same work, services, materials or supplies is received from an individual, partner, firm, corporation, joint venture, other legal entity, or combination thereof under the same or a different name.

1.10 HOLD HARMLESS

The Parish shall be held harmless and free from liability for any expenses incurred by proposers in responding to the advertisement for proposal.

The following hold harmless agreement shall be incorporated into the final agreement.

The _____ (proposer) agrees to protect, defend, indemnify, save and hold harmless the Parish of Jefferson, the Jefferson Parish Council, the Directors, all Parish Departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act of omission of _____ (proposer), its agents, servants, and employees or any and all costs, expenses and/or attorney fees incurred by _____ (proposer) as a result of any claim, demands, and/or causes of action except for those claims, demands, and/or causes of action arising out of the negligence of the Parish of Jefferson, the Jefferson Parish Council, the Directors, all Parish Departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers.

_____ (proposer) agrees to investigate, handle, respond to, provide defense for, and defend any and all such claims, demands, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

1.11 INDEMNIFICATION:

Notwithstanding the above, the successful proposer shall protect, defend, indemnify, save and hold harmless the Parish of Jefferson, all parish departments, agencies, boards and commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the successful proposer, its agents, servants, and employees and any and all costs, expense and/or attorney fees incurred by the successful proposer as a result of any claim, demands, and/or causes of action except those for claims, demands, and/or causes of action arising out of the negligence of the Parish, its agents, and/or employees. The successful proposer agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it is groundless, false or fraudulent.

1.12 COST OF OFFER PREPARATION

The Proposer assumes sole responsibility for any and all costs associated with the preparation and reproduction of any offer submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses, and shall not include this cost or any portion thereof in the offered contract price and terms.

1.13 NON-NEGOTIABLE CONTRACT TERMS

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of precedence, contract changes, force majeure, governing law, claims or controversies, and termination based on contingency of appropriation of funds. The standard general terms and conditions used by Jefferson Parish may be found in Resolution No. 113646. A copy may be obtained from the Parish Clerk's Office, 6th Floor, General Government Building, 200 Derbigny Street, Gretna, LA 70053, 364-2626.

1.14 PROPOSAL VALIDITY:

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, the Parish reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

1.15 WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS:

Written or oral discussions may be conducted with Proposer(s) who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may be accepted without such discussions and awards made on the basis of the initial offers so proposals should be complete and reflect the most favorable terms available from the Proposer(s).

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance the Parish's understanding of any or all of the proposals submitted. Neither negotiations nor changes to vendor proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

1.16 ACCEPTANCE OF PROPOSAL CONTENT:

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposer(s) to accept these obligations shall result in the rejection of the proposal.

1.17 CONTRACT NEGOTIATIONS:

If for any reason the Proposer whose proposal is most responsive to the Parish's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and the Parish may negotiate with the next most responsive Proposer. Negotiation may include revision of non-

mandatory terms, conditions, and requirements. The Parish of Jefferson must approve the final contract form and issue a purchase order, if applicable, or contract, to complete the process.

1.18 CANCELLATION OF RFP OR REJECTION OF PROPOSALS:

The Parish of Jefferson reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the Parish to do so.

1.19 EVALUATION AND SELECTION:

All responses received as a result of this RFP are subject to evaluation by the Parish Evaluation Committee for the purpose of selecting the Proposer with whom the Parish shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Jefferson Parish Council for the Proposer(s) whose proposal(s), conforming to the RFP, will be the most advantageous to the Parish of Jefferson, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the Parish.

1.20 AWARD OF CONTRACT:

Award shall be made to the Proposer (s) whose proposal conforming to the RFP will be the most advantageous to Jefferson Parish considering price and other factors considered. The Parish reserves the right to award the contract to more than one Proposer using the lowest line item cost proposed by all qualified proposers.

1.21 NOTICE TO PROCEED

The Parish will provide the successful proposer(s) written notice to proceed after execution of the agreement when the Parish deems it is practical to do so. The Parish shall specify a date for commencement of the work by successful proposer in the notice to proceed.

1.22 DEFINITIONS:

Proposer – any legal entity responding to this request for proposal.

1. Parish – the Parish of Jefferson, including all its departments, agencies, boards, commissions, special districts, etc.
2. Proposer – the person, partnership, or corporation awarded the contract under the terms and conditions of this request for proposals.

2.0 INFORMATION FOR PROPOSERS

Information regarding the scope and nature of the work is listed below.

2.1 LOCATION OF WORK

The Parish of Jefferson

2.2 SCOPE OF WORK

The work to be performed under this contract shall include all equipment and labor, including , but not limited to, the items listed in Attachment A, necessary to perform the tasks of emergency response clean up of oil and chemical spills and associated recycling and/or disposal. The contractor(s) shall also provide any supplies necessary to complete these tasks.

2.3 REGULATORY REQUIREMENTS

The work to be performed by the proposer under this contract must be in accordance with all applicable laws, regulations, codes, standards and practices including, but not limited to, the most current version of the following:

- Louisiana Department of Environmental Quality, Environmental Regulatory Code.
- Other applicable local, state, and federal rules and regulations.
- Federal Occupational Safety and Health Administration (OSHA) standards.

- U. S. Department of Transportation regulations

2.4 PROPOSAL RESPONSE FORMAT

Proposals submitted for consideration should follow the format and order of presentation described below:

- A. Cover Letter: Containing summary of Proposer's ability to perform the services described in the RFP and confirms that Proposer is willing to perform those services and enter into a contract with the Parish. The letter shall be signed by a person having authority to commit the Proposer to a contract. If proposer is an agency, corporation, partnership or other legal entity, the president, vice-president, secretary or treasurer, or an authorized agent shall sign the proposal, **and** satisfactory evidence of the authority of the person signing for the agency, corporation, partnership or other legal entity shall be attached to the proposal.

Proposers should exhibit their understanding and approach to the project and address how each element will be accomplished.
- B. Table of Contents: Organized in the order cited in the format contained herein.
- C. Proposer Qualifications and Experience: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc.
- D. Technical Proposal: Illustrating and describing compliance with the RFP requirements.
- E. Innovative Concepts: Present innovative concepts, if any, not discussed above for consideration.
- F. Project Schedule: Detailed schedule of implementation plan for pilot (if applicable) and full implementation. This schedule is to include implementation actions, timelines, responsible parties, etc.

- G. Financial Proposal: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with the Parish of Jefferson. Financial Proposals are to be submitted in a separate sealed envelope.

3.0 GENERAL CONDITIONS

3.1 SITE CONDITIONS

The proposer agrees to leave the work site(s) in the same condition as it was prior to the commencement of any oil spill or chemical spill; any damage to the roadways, fencing, structures, etc. shall be repaired to the Parish's satisfaction before the payment to the proposer from the Parish for the work performed under this contract.

3.2 WARRANTIES

The proposer warrants and guarantees to the Parish that all work and services will be of good quality, responsive, and in accordance with the requirements of the contract documents, permit requirements, and federal, state, or local licenses, permits, and applicable regulations and laws. All unsatisfactory, faulty, or defective work or services, and all work or services not conforming to the requirements of this contract, applicable regulations, and laws shall be corrected by the proposers at no cost to the Parish.

3.3 PATENTS

The proposer shall be responsible for all fees or claims for any patent, invention, or procedure used, installed, or provided by him. The proposer shall assume all liability and fully indemnify and save harmless the Parish from and against damages, losses, expenses, fees (including attorney's and expert witness fees), and royalties arising from infringement, real or claimed, or any improvement, design, device, methods or process embodied or used in the performance of work. The Parish will give written notice of all such claims and payment infringement suits or proceedings instituted against it or the proposer, who shall defend same, and will give the proposer, authority, assistance, and all available information to enable him/her to do so.

3.4 CONTRACT ADMINISTRATION

The contract shall be administered on behalf of the Parish by the Jefferson Parish Fire Department, Hazardous Materials Unit, 1221 Elmwood Park Blvd., Suite 704, Jefferson, LA 70123 and the Jefferson Parish Department of Environmental Affairs, 4901 Jefferson Hwy., Ste. E, Jefferson, LA 70121. The Departments are responsible for interpreting terms, conditions, specifications, or other provisions of the agreement. Unless otherwise stated, reference to Jefferson Parish in the contract specifications shall be construed to mean Jefferson Parish, Jefferson Parish Fire Department, Hazardous Materials Unit.

3.5 TAXES, FEES

The proposer shall pay all taxes and fees associated with this work. The Parish will make no additional payments to cover the taxes and fees.

3.6 START DATE OF CONTRACT

This contract shall be effective upon the execution of the agreement and the performance of such contract shall begin on the date specified in the notice to proceed. The proposer shall be prepared to start operations upon issuance of the Notice to Proceed by the Parish.

3.7 NON-DISCRIMINATION

The proposer shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

3.8 TERMS OF CONTRACT

The contract shall begin upon the execution date of the agreement and terminate two (2) years from that date. The Parish reserves the right to renew or extend the term of this contract for an additional year, under the same terms and conditions, if both parties agree to the extension.

3.9 INSURANCE

The proposer shall at all times during the contract maintain in full force and effect employer's public liability and property damage insurance including contractual liability coverage. The proposer shall be responsible for determining the suitability and amounts of insurance to be carried by its subcontractors and suppliers. The subcontractors and suppliers shall be required to carry all insurance dictated by statute and other insurance required by the proposer.

The proposer shall hold the Parish harmless for all acts of the proposer's subcontractors and suppliers. The proposer's insurance shall cover the Parish for all acts of the proposer's subcontractors and suppliers. The Parish shall be named as an additional insured. All insurance shall be by insurers who have an A.M. Best rating of at least "A" and for policy limits stated hereafter. Before commencement of work hereunder, the proposer agrees to furnish the Jefferson Parish Fire Department, Hazardous Materials Unit, certificates of insurance or other evidence satisfactory to the Parish to the effect that such insurance has been procured and is in force. The certificates shall contract the following express obligations: "This is to certify that the policies of insurance described herein have been issued to the insured for whom this certification is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice must be issued to the Parish". Types of insurance in at least the limits specified as follows: Workman's Compensation and Employer's Liability. This insurance shall protect proposer against all claims under applicable state workmen's compensation laws. Proposer shall also be protected against claims or injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "All States" endorsement.

The liability limits shall not be less than:

Workmen's Compensation	Statutory
Employer's Liability	\$1,000,000.00 each occurrence
Environmental Damage Liability	\$1,000,000.00 aggregate

Compensation Automotive Liability. This insurance shall be written in comprehensive form and shall protect proposer against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired.

The liability limits shall not be less than:

Bodily Injury	\$1,000,000.00 each person/\$1,000,000.00 each occurrence
Property Damage	\$1,000,000.00 each occurrence

Comprehensive General Liability. This insurance shall be written in comprehensive form and shall protect proposer against all claims arising from injuries to persons other than his employees or damage to property of owner or others arising out of any act or omission of the proposer or his/her agents, employees, or

subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage. A "Protective Liability" endorsement to ensure the contractual liability assumed by proposer under the indemnification provisions in federal conditions and "Completed Operations and Products Liability" coverage (to remain in force during the correction period).

The liability limits shall not be less than:

Bodily Injury \$1,000,000.00 each person/ \$1,000,000.00 each occurrence

Property Damage \$1,000,000.00 each occurrence

Owner's Protective Liability. This insurance shall be issued in the name of owner and protect and defend owner against all claims arising as a result of the operations of proposer or his subcontractors.

The liability limits shall not be less than:

Bodily Injury \$1,000,000.00 each person/ \$1,000,000.00 each occurrence

Property Damage \$1,000,000.00 each occurrence

3.10 PROPOSER'S PRICE INFORMATION

The proposer shall provide a price list for all personnel and equipment listed in Attachment A, "Personnel and Equipment List." This quotation shall be placed in a separate sealed envelope (from the proposal itself) and shall be clearly marked "Cost Proposal."

3.11 PAYMENT

The contractor shall invoice the Parish through the Jefferson Parish Fire Department, Hazardous Materials Unit, within fifteen (15) days after the end of each incident. Remittance will follow within thirty (30) days of receipt of invoice.

3.12 NON-PERFORMANCE

As a breach of service provided by the contract would cause serious and substantial damage to the Parish and its occupants, and the nature of the contract would render it impractical or extremely difficult to fix the actual damage sustained by the Parish for such breach, it is agreed that in the case of breach of service, the Parish may elect to collect liquidated damages or take action to correct the deficiencies. Any action to seek such remedies shall not be construed as a waiver of legal rights the Parish have as to any subsequent breach of service under this contract.

If the proposer fails to provide the services required by this agreement for a period in excess of three consecutive days, the Parish may take the following actions:

****Employ** such means as it may deem advisable and appropriate to continue work until such matter is resolved, and the proposer is able to carry out his operations under the contract.

****Deduct** any and all operating expenses incurred by the Parish from any money due, or to become due to the proposer, collect the amount due, from the proposer and to assess a lien on all properties of the proposer if the proposer is unable, for any cause, to resume performance at the end of three days. All liability of the Parish to the proposer under this agreement shall cease and the Parish shall be able to negotiate with other vendors for said services and/or take actions provided herein for bankruptcy, default, and non-performance. Such actions shall not release the proposer herein of his/her liability to the Parish for such breach of agreement. This paragraph shall apply notwithstanding the provisions below, which provide for a ten-day notice. In the event the proposer shall be adjudged bankrupt, either by voluntary or involuntary proceedings, then this contract shall immediately terminate, and in no event shall this contract be, or be treated as, an asset of the proposer after adjudication of bankruptcy.

If proposer shall be proven insolvent, or fail in business, this contract may be terminated at the option of the Parish.

All terms, conditions and specifications of the contract are considered material and failure to perform any part of the contract shall be considered a breach of contract. Should proposer fail to perform any of these contractual obligations the Parish may at its option terminate the contract ten (10) days after written notification to the proposer to remedy the violation within said time.

The Parish may terminate any contract entered into as a result of this RFP at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

3.13 SUSPENSION OF WORK

In the event that it shall become impossible or unlawful for the proposer to continue the performance of this contract by reason of an act of God, an act of the legislature hereinafter passed, or by an act of the Parish Council or by reason of change in the charter of the Parish, or by reason of final order by a court of record in

these proceedings, not instituted by or acquiesced in by the negligence upon the proposer, the proposer shall not be liable for damage for consequences arising solely out of such impossibility and contract shall be terminated. The proposer shall recover from the owner payment of all services rendered prior to the date of termination of the contract.

4.0 PROPOSAL EVALUATION

4.1 EVALUATION CRITERIA

The proposed evaluation criteria shall be looked upon as standards which measure how well a proposer's approach meets desired performance requirements, and which permit an evaluation of the differences between desired performance characteristics and what the proposer proposes to do. Any departure from the established plan that is prompted by factors outside the system is permitted only insofar as the same treatment is extended impartially to all proposers.

1. Proposals will be evaluated on the basis of the following criteria:
 - a. Cost – Maximum 30 points
 - b. Experience of the company and its employees in the field of oil spill and chemical spill response and cleanup (Section 1.7, 1 & 2). Maximum 20 points.
 - c. The contractor's proven ability to respond to any part of Jefferson Parish, with the exception of the Town of Grand Isle, in one hour or less (Section 1.7, 5). Maximum 20 points.
 - d. The contractor's history of safety and environmental violations (Section 1.7, 7). Maximum 10 points.
 - e. Written evidence of the contractor's possession of licenses as listed in Section 1.7, 4. Maximum 10 points. Proposers who have RAC license/certification will receive more points than those who do not.
 - f. Written evidence of insurance coverage as listed in Section 1.7, Item 8 and Section 3.9. Maximum 10 points.

The highest point total possible shall be 105 points.

5.0 PERSONNEL AND EQUIPMENT LIST

See Attachment A

ATTACHMENT A

Personnel & Equipment List

1. Hazardous Materials Response Personnel

- | | |
|------------------------|---------------------|
| A. Supervisor/Foreman | Cost per hour:_____ |
| B. Chemist | Cost per hour:_____ |
| C. Recovery Technician | Cost per hour:_____ |

2. Oil Spill Personnel

- | | |
|------------|---------------------|
| A. Foreman | Cost per hour:_____ |
| B. Laborer | Cost per hour:_____ |

3. Equipment

- | | |
|--|---------------------|
| A. Vacuum Truck (no size notation): | Cost per hour:_____ |
| B. Hazardous Materials Response Trailer: | Cost per hour:_____ |
| C. Pickup Truck: | Cost per hour:_____ |
| D. Wash Pump w/ Hoses: | Cost per hour:_____ |
| E. Flatboat w/ motor: | Cost per hour:_____ |
| F. Flatboat w/o motor: | Cost per hour:_____ |
| G. Generator/Portable Light Unit: | Cost per hour:_____ |
| H. Diaphragm Pump: | Cost per hour:_____ |
| I. Self Contained Breathing Apparatus:
(30 minute duration) | Cost per hour:_____ |
| J. Self Contained Breathing Apparatus:
(60 minute duration) | Cost per hour:_____ |
| K. Airline Respirator Unit: | Cost per hour:_____ |
| L. Full Face Respirator: | Cost per hour:_____ |
| M. Half Face Respirator: | Cost per hour:_____ |
| N. Respirator Cartridges: | Per unit cost:_____ |
| O. 18" Containment Boom: | Per foot cost:_____ |

P.	Sorbent Boom – 5”:	Cost per 10 foot section:_____
Q.	Sorbent Boom – 8”:	Cost per 10 foot section:_____
R.	Sorbent Pads:	Cost per bail: _____
S.	Granulated Absorbent:	Cost per 50 pounds:_____
T.	Level A Suit:	Per unit cost:_____
U.	Level B Suit:	Per unit cost:_____
V.	Level C Suit:	Per unit cost:_____
W.	Disposable Boots:	Per unit cost:_____
X.	Disposable Gloves:	Per unit cost:_____
Y.	Disposable Coveralls:	Per unit cost:_____
Z.	Open Top 55 Gallon Drum:	Per unit cost:_____
AA.	Open Top 85 Gallon Drum:	Per unit cost:_____

AA.	Monitoring Equipment:	Cost per hour:_____
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Minimum Acceptable Monitoring Equipment:

1. Combustible Gas Indicator
2. Oxygen Indicator
3. Organic Vapor Analyzer

List of Monitoring Equipment Available in addition to the list above:

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared, _____, who after being by me duly sworn, deposed and said that he is the fully authorized _____ of _____ (hereinafter referred to as proposer), the party who submitted a proposal for emergency response and hazardous materials and oil spill cleanup services which proposal was received by Jefferson Parish on _____ and said affiant further said:

- (1) That proposer employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the proposer whose serviced in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for proposer; and
- (2) Than no part of the contract price received by proposer was paid or will be paid to any persons, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the proposer whose serviced in connection with the construction of the public building or project were in the regular course of their duties for proposer.
- (3) Said proposal is genuine and the proposer has not colluded, conspired, or agreed, directly or indirectly, with any other proposer to offer a sham or collusive proposal.
- (4) Said proposer has not in any manner, directly or indirectly, agreed with any other person to fix the proposal price of proposer or any other proposer, or to fix any overhead profit or cost element of said proposal price, or that of any other proposer, or to induce any other person to refrain from submitting a proposal.
- (5) Said proposal is not intended to secure an unfair advantage of benefit from the Parish of Jefferson or in favor of any person interested in the proposed contract.
- (6) All statements contained in said proposal are true and correct.
- (7) Neither affiant nor any member of his company has divulged information regarding said proposal or any data relative thereto to any other person, firm or corporation.

SWORN TO AND SUBSCRIBED BEFORE

ME THIS _____ DAY OF _____, 2010.

NOTARY PUBLIC

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF

INCORPORATED.

AT THE MEETING OF DIRECTORS OF _____
INCORPORATED, DULY NOTICED AND HELD ON _____,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED. THAT _____, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE AND RECEIPT THEREFOR ALL
PURCHASE ORDERS AND NOTICES ISSUED PURSUANT TO THE PROVISIONS OF
ANY SUCH BID OR CONTRACT, THIS CORPORATION HEREBY RATIFYING,
APPROVING, CONFIRMING, AND ACCEPTING EACH AND EVERY SUCH ACT
PERFORMED BY SAID AGENT AND ATTORNEY-IN-FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE
ABOVE DATED MEETING OF THE BOARD
OF DIRECTORS OF SAID CORPORATION,
AND THE SAME HAS NOT BEEN
REVOKED OR RESCINDED.

SECRETARY-TREASURER

DATE

RFP 0208

The Jefferson Parish Department of Purchasing is soliciting Request for Proposals (RFP'S) from firms interested in providing for "Emergency Response Services for the Cleanup of Oil and Chemical Spills" for the Jefferson Parish Fire Department, Hazardous Materials Unit and Department of Environmental Affairs, in accordance with the terms, conditions and specifications outlined in the Request for Proposal (RFP)

Request for Proposals will be received until 4:00 p.m. Local Time on: Wednesday, April 14, 2010.

(Type Name of Person Authorized to Sign)

(Company Name and State License # for Hazardous Materials and/or sub classification "Hazardous Waste Treatment or Removal")

(Street Address)

(City, State, Zip Code)

(Area Code) (Phone Number) (Area Code) (Fax Number)

(Signature of Person Authorized to Sign)

(Title of Person Authorized to Sign)

This RFP must be signed by an authorized Representative of the Company/Firm for RFP to be valid. Signing indicates you have read and comply with the Instructions and Conditions.

Jefferson Parish Department of Purchasing is soliciting:

**REQUEST FOR PROPOSALS RFP 0208
EMERGENCY RESPONSE SERVICES FOR THE CLEANUP OF OIL AND
CHEMICAL SPILLS
JEFFERSON PARISH, LOUISIANA**

The Parish of Jefferson hereby solicits proposals for emergency response services for the cleanup of oil and chemical spills in Jefferson Parish, Louisiana, excluding Grand Isle, (Parish)

Proposals will be evaluated using the following criteria:

Cost	30 points
Experience With Oil and Chemical Spill Response and Cleanup	20 points
Ability to Respond Within One Hour	20 points
History of Safety and Environmental Violations	10 points
Evidence of Contractors License	10 points
Evidence of Insurance Coverage	10 points

Proposal packages with specifications are now available from the Jefferson Parish Purchasing Department, 200 Derbigny St., Ste. 4400, Gretna, LA 70053 (504) 364-2678. A pre-proposal conference will be held on **March 26, 2010 at 10:00 a.m.** at the Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053. Completed proposals must be received no later than **04:00 p.m. on April 14, 2010** at the Jefferson Parish Purchasing Department, 200 Derbigny Street, Suite 4400, Gretna, LA 70053.

Proposal or Proposals scoring the highest total shall be considered to represent best value and will be recommended to the Jefferson Parish Council for award.

The Jefferson Parish Council reserves the right to accept or reject any and all proposals, in whole or part and waive informalities, pursuant to the law.

| Specifications are available gratis from: www.jeffparish.net/bids (click on Bid Downloads) or Jefferson Parish Purchasing Department
General Government Building
200 Derbigny Street, Ste. 4400
Gretna, LA 70053
(504) 364-2678

Patricia Lassalle
Director
Purchasing Department

Rene' T. Poole, CPPB
Chief Buyer
Purchasing Department

**ADV. TIMES PICAYUNE OFFICIAL JOURNAL:
March 11, 18, 25, 2010**